

RESOLUTION NO. 23-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A MEMORANDUM OF AGREEMENT FOR THE USE OF FIRE TRAINING FACILITIES WITH JOINT BASE SAN ANTONIO IN CONNECTION THEREWITH

WHEREAS, This memorandum of agreement is entered into by and between Joint Base San Antonio and the City of Schertz, a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 352 of the Texas Local Government Code; and

WHEREAS, Schertz Fire Rescue desires to utilize the fire training facilities that are owned and operated by Joint Base San Antonio to conduct realistic firefighter training for new and experienced firefighters;

WHEREAS, the facilities are provided at no cost to the City of Schertz and utilized in accordance with attached Exhibit A and Exhibit B;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to enter into the Memorandum of Agreement with Joint Base San Antonio for the use of the fire training facilities as outlined in Exhibit A and Exhibit B.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Section 8. The ordinance shall be effective upon the date of the final adoption hereof and any publication required by law.

Section 9. The ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which the event such conflicting provisions, if any, are hereby repealed.

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

I. Parties

The City of Schertz, Texas (“City” or “Fire Department”), with its City Hall located at 1400 Schertz Pkwy., Schertz, Texas 78154, and Joint Base San Antonio Fire Emergency Services (“JBSA”), specifically Fire Station 8 located at JBSA – Randolph AFB.

II. Purpose

The City and JBSA enter into this memorandum of understanding (“MOU”) in order to express the specifics of their intent for the Schertz Fire Department (“Fire Department”) to use JBSA’s training tower and live burn facility in order to conduct fire-training exercises.

III. Terms

1. The Fire Department currently does not have a training tower or live burn facility on site. The Fire Department would like to access and use the training and burn facility located at JBSA – Randolph AFB for the purpose of conducting fire-training and exercises.
2. JBSA agrees to allow the Fire Department to conduct training exercises at its facility, subject to reasonable scheduling.
3. The City agrees that prior to conducting any training exercises the Fire Department will contact JBSA – Randolph AFB to schedule a time to use the tower and facility, in advance or consistent with JBSA protocols on schedules.
4. The City agrees that the Fire Department will provide its own individual training equipment and materials for each trainee attending.
5. The City agrees that the Fire Department will clean the facilities once the Fire Department has finished training.

IV. Termination

1. There is no term limitation to this MOU, but either party may terminate the MOU upon fourteen (14) days written notice to the other party.
2. This MOU shall not be modified or revoked except upon written consent by JBSA and the City.

EXHIBIT A

Agreed:

Steve Williams
City Manager, City of Schertz, Texas

Date

STEPHEN P. EMBROSKI, Lt Col, USAF
Commander, 902d Civil Engineer Squadron

Date

